

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
SAN FRANCISCO BRANCH OFFICE**

**PACIFIC NORTHWEST DISTRICT COUNCIL
OF CARPENTERS, affiliated with the UNITED
BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA**

The Respondent

and

**Cases 36-CC-1016-1
36-CC-1017-1**

**DWA TRADE SHOW & EXPOSITION SERVICES
The Charging Party**

Linda J. Scheldrup, Esq., of Portland, Oregon,
for the General Counsel.

Lester V. Smith, and Daniel R. Barnhart, Esqs.,
of Bullard Smith Jernstedt Wilson,
of Portland, Oregon for the Charging Party.

Richard H. Robblee, Esq., and
Julia Stern McCarty, Esq.,
of Rinehart & Robblee of Seattle, Washington,
for the Respondent.

DECISION

Statement of the Case

CLIFFORD H. ANDERSON, Administrative Law Judge: I heard the above captioned case in trial in Portland, Oregon, on October 16, 2002, pursuant to a consolidated complaint and notice of hearing issued by the Regional Director of Region 19 of the National Labor Relations Board on July 16, 2002. The complaint in relevant part¹ is based on charges filed by DWA Trade Show and Exhibition Services (the Charging Party) against Pacific Northwest Regional Council of Carpenters, affiliated with the United Brotherhood of Carpenters and Joiners of America (the Respondent) in Case 36-CC-1016-1 on May 28, 2002, and in Case 36-CC-1017-1 on December 5, 2002.

The complaint, as amended, alleges, and the answer denies, that on or about April 11 and April 16, 2002, the Respondent improperly picketed at the Oregon Convention Center in Portland, Oregon, and in so doing threatened, coerced or restrained persons engaged in

¹ Cases 36-CE-37 and 36-CE-38 were part of the consolidated complaint, but were severed before hearing based on a settlement and are not a part of this proceeding.

commerce or in an industry affecting commerce who were not engaged in any primary labor dispute with the Respondent. The complaint further alleges that an object of the Respondent's conduct was to force or require these persons and other persons to cease handling or otherwise dealing in the products of, and to cease doing business (directly or indirectly) with the Charging Party. Finally, the complaint alleges that the Respondent, in undertaking the actions described, violated Section 8(b)(4)(ii)(B) and Sections 2(6) and (7) of the National Labor Relations Act (the Act). The Respondent denies that it has violated of the Act.

Findings of Fact

Upon the entire record herein, including helpful briefs from the Respondent, the Charging Party and the General Counsel, I make the following findings of fact.²

I. Jurisdiction

The Charging Party is a State of Oregon corporation, with office and place of business in Portland, Oregon, where it is engaged in the business of the set-up and takedown of trade shows and exhibitions in the states of Oregon and Washington. The Charging Party in the twelve month period preceding the issuance of the complaint, a representative period, in the course and conduct of its business operations, sold and shipped goods or provided services from its facilities within the state of Oregon, to customers outside the state, or sold and shipped goods or provided services to customers within the state, which customers were themselves engaged in interstate commerce by other than indirect means of a total value in excess of \$50,000.

Based on the above, the pleadings establish and I find the Charging Party is and has been at all times material, a person and an employer engaged in commerce within the meaning of Section 2(1), (2), (6), and (7) of the Act.

II. Labor Organization

The pleadings establish, there is no dispute, and I find the Respondent is a labor organization within the meaning of Section 2(5) of the Act.

III. The Alleged Unfair Labor Practices

A. Stipulated Facts³

The Respondent is signatory to labor agreements with several contractors that erect and dismantle trade shows at various facilities including the Oregon Convention Center in Portland, Oregon. The Charging Party also performs work in that market. The Charging Party is

² As a result of the pleadings and the substantial joint stipulations of counsel at the trial, there were few disputes of fact. Where not otherwise noted, the findings herein are based on the pleadings and the stipulations. The record contains no substantive evidence other than the formal papers and the stipulation of the parties with its associated exhibits. The remainder of the record essentially comprises the receipt into evidence of those documents and the setting of a post-hearing briefing schedule.

³ The language appearing in the Stipulated Facts section of this decision is taken essentially verbatim from the written stipulation of the parties. The stipulation recites that the stipulation and the formal papers will comprise the entire record. The stipulation further provides the parties reserved the right to object on brief to the relevance of any of the stipulated facts.

signatory to a labor agreement with District Council No. 5, UPAT (Painters Union) but is not signatory to an agreement with the Respondent. Trade show contractors, including the Charging Party and Respondent signatory contractors, erect and dismantle common features such as entranceways, registration areas, signage, information kiosks, aisle carpeting, and handle miscellaneous service requirements during the event itself.⁴

The Charging Party was contracted to provide work for at least two shows at the Oregon Convention Center in April 2002⁵. One was sponsored by the Oregon Dental Association (Dental Show). Work setting up the Dental Show commenced on April 10. The show was open on April 11, 12 and 13, and was dismantled on April 13. Another show contracted to the Charging Party was sponsored by SYSCO Food Services of Portland (SYSCO Food Show). Work setting up the SYSCO Food Show occurred on April 14 and 15. The show was open on April 16 and dismantled on April 17.

The Oregon Convention Center has several public entrances from public streets and sidewalks. All public entrances may be accessed by persons attending any show, seminar or other event, i.e., particular entrances are not reserved for particular events.

More than one function may occur at the Oregon Convention Center on a particular day. If called to testify, an official of the Oregon Convention Center would testify that on April 11, the show of the National Forum for Black Administrators was being dismantled by the Charging Party. Jackson Dawson Communications, Inc., sponsored an event, the WVDO Crystal Awards group had a committee meeting, and the Dental Show occurred. He would further testify that on April 16, Kaiser Permanente sponsored a seminar and the SYSCO Food Show was held.

On April 11, the Respondent picketed outside the Oregon Convention Center for about four hours. Several picketers held signs stating:⁶

**ATTENTION
DENTAL SHOW**

DWA

**DOES NOT PAY
AREA STANDARD
WAGES &
BENEFITS**

**PACIFIC NORTHWEST
REGIONAL COUNCIL
OF CARPENTERS**

⁴ The Respondent asserts that the Charging Party's employee total wages and benefit package is substandard to that provided by the Respondent's contracts and has conducted an area standards campaign advertising that belief. The Charging Party disputes that assertion. The accuracy of both parties' assertions regarding the Charging Party is not at issue in this proceeding.

⁵ All dates hereinafter occurred in 2002 unless otherwise noted.

⁶ Font proportion and bolding in this and all subsequent quotation of picket sign language appear as stipulated by the parties.

Some other picketers held identical signs, save that the words "Attention Dental Show" did not appear on the signs. The reverse of at least one picket sign stated:

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ATTENTION

DENTAL SHOW

PARTICIPANTS

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**THE PACIFIC NORTHWEST
REGIONAL COUNCIL
OF CARPENTERS**

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On April 16, the Respondent again picketed outside the Oregon Convention Center for about eight hours. Several picketers held signs stating:

**ATTENTION
SYSCO show**

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DWA

**DOES NOT PAY
AREA STANDARD
WAGES &
BENEFITS**

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**PACIFIC NORTHWEST
REGIONAL COUNCIL
OF CARPENTERS**

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Some other picketers held identical signs except that the words "Attention SYSCO Show" did not appear on the signs.

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On April 11 and 16, the Respondent's picketing occurred outside the various public entrances to the Oregon Convention Center. The Respondent did not picket at delivery entrances used for the loading and unloading of exhibit-related materials for the Dental or SYSCO Shows. The Respondent did not handbill on either April 11 or 16.

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The Respondent has no dispute with the Oregon Convention Center, the Oregon Dental Association, SYSCO Food Services of Portland, or other users of the Oregon Convention Center on April 11 or 16.

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If called to testify, Union Organizers Ben Embree and/or Sheri Raven would state that the Union placed the name of the show ("Dental Show," "SYSCO Show") on the picket signs in their belief that patrons visit the Oregon Convention Center to patronize events other than those set up and dismantled by the Charging Party, that the Respondent did not want to have its message apply to Oregon Convention Center events not hiring a trade show contractor or using a different trade show contractor, and that in order to avoid confusion, the Respondent placed the name of the show ("Dental Show," "SYSCO Show") on the sign along with the identification of the Charging Party.

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If called to testify, Kristine Bowen, the Senior Director of Marketing for SYSCO Food Services of Portland, Inc. would state that SYSCO is a distributor of food, supplies and equipment to customers throughout Oregon and Southwest Washington. SYSCO has an annual trade show. The Carpenter's Union has picketed at SYSCO's annual trade shows in 2001 and 2002. During that time, the Carpenter's Union sent SYSCO three letters threatening to take action at SYSCO's food shows if it continued to contract with the Charging Party to set up and decorate its show. SYSCO understood these letters as a direct threat to picket SYSCO and enmesh it in its dispute with the Charging Party.

B. Analysis and Conclusions

1. The Issue Narrowed

The complaint alleges the Respondent's April 11 and 16 picketing violated Section 8(b)(4)(ii)(B) of the Act. That Section provides:

Sec. 8. (b) It shall be an unfair labor practice for a labor organization or its agents --

(4) (ii) to threaten, coerce, or restrain any person engaged in commerce or in an industry affecting commerce, where in either case an object thereof is—

(B) forcing or requiring any person to cease using, selling, handling, transporting, or otherwise dealing in the products of any other producer, processor, or manufacturer, or to cease doing business with any other person, or forcing or requiring any other employer to recognize or bargain with a labor organization as the representative of his employees unless such labor organization has been certified as the representative of such employees under the provisions of section 9: Provided, that nothing contained in this clause (B) shall be construed to make unlawful, where not otherwise unlawful, any primary strike or primary picketing;

The Act thus prohibits forcing or requiring neutrals – persons not involved in any primary dispute with the labor organization involved – to cease handling or dealing in the products of or to cease doing business with the primary employer. While the secondary picketing prohibitions of the Act are perhaps dense and complex, all parties agree that the issue herein turn on a traditional analysis of picketing in a setting and situation where multiple employers and employees and visitors are involved: a common situs. Such common situs picketing has long been considered in light of the teachings and enumerated tests of the fountainhead case, *Sailor's Union (Moore Dry Dock)*, 92 NLRB 547, 549 (1950).

In that case the Board held that common situs picketing is presumptively legal if each of four criteria are met:

- (1) The picketing is strictly limited to times when the primary employer's employees are on site;
- (2) The primary employer is engaged in its normal business at the site;
- (3) The picketing is limited to places reasonably close to where the primary employees are working, and
- (4) The picketing disclosed clearly that the dispute is only with the primary employer.

The parties further agree that the instant case turns on the proper application of the fourth *Moore Drydock* rule requiring common situs picketing to clearly disclose that the dispute is only with the primary employer, the Charging Party on the facts of this case. Indeed the General Counsel specifically asserts that the Respondent's complied with the first three rules. It is appropriate then to turn to the argument respecting *Moore Drydock* rule 4 as set forth above.

2. Arguments of the Parties

The General Counsel argues that the Respondent failed to meet the fourth criterion in that the picket signs used did not clearly identify that the Respondent's dispute was with, and only with, the Charging Party. Thus, the government argues that the picket signs not only utilized the same size lettering to display the letters "DWA" and the names of the stipulated neutrals "Dental Show" and "SYSCO", but also put "Attention Dental Show" and "Attention SYSCO Show" on the top of the picket signs. The General Counsel argues that this presentation was very likely to create the impression among the people attending the shows and the employees of companies other than the Charging Party that the Respondent has a dispute with the Dental Show and SYSCO and "turn away" (General Counsel's post hearing brief at 3.) The General Counsel argues further that the Respondent's signs are violative of the Act because they do not state that the Respondent's dispute was only with the Charging Party.

The Charging Party emphasizes that the *Moore Drydock* fourth requirement is designed to avoid embroiling neutrals by requiring open disclosure of the primary employer's name on the picket sign and that any vague or ambiguous language will be found unlawful citing *Daniel Construction Co.*, 192 NLRB 272 (1971). The Charging Party argues that the fact that the Respondent put neutral person's names on the picket signs created confusion and ambiguity that is inconsistent with *Moore Drydock* rule 4 and which clearly evinces a violation of Section 8(b)(4)(ii)(B) of the Act.

The Respondent emphasizes the "unusually narrow" theory of the General Counsel's case, which turns "solely on the lettering appearing on the signs." (Respondent's post-hearing brief at 7.) The Respondent notes that the language on the picket signs drawing the picket sign readers' "attention" to the Dental and SYSCO Shows was added by union agents to avoid confusion and that the Respondent did not want to have its picket sign message apply to Oregon Convention Center events not hiring a trade show contractor or using a different trade show contractor than the Charging Party, and, for that reason put the names of the shows: "Dental Show" and "SYSCO Show" on the picket signs. Counsel for the Respondent argues that such actions follow the Board's suggestion that unions should insulate neutrals from the effects of primary picketing at common sites.

The Union's concern makes good sense: patrons alerted by the "Attention" would know which part of the situs involved the labor dispute and which did not. Those concerned about such matters therefore would not have to guess, or inquire whether the primary was working on the event they were patronizing. By providing an alert, the union thought it could not be accused of trying to enmesh all functions at the Convention Center or the Center itself. And by taking the trouble it did, the union has learned the age-old lesson that no good deed goes unpunished. (Respondent's brief at 8.)

The General Counsel concedes that "intent rather than the effect of the Union's conduct forms the basis for an inquiry into the lawfulness of the conduct, citing *International Rice Milling Co. v. NLRB*, 341 U. S. 665 (1951). Counsel argues however that intent in this sense is

measured as much by the necessary and foreseeable consequences of its conduct as by its stated object citing, *Longshoreman ILA Local 799 (Allied International)* 257 NLRB 1075 (1981). Counsel argues that placing the names of the Dental Show and SYSCO – neutral persons on the picket signs - had the necessary and foreseeable consequence of creating confusion
 5 respecting the identity of the party or parties against whom the picketing was directed. This confusion was exacerbated and made for likely by the absence of any language on the picket signs indicating that the Respondent had no dispute with any other employer than the Charging Party. The General Counsel concludes: “{T}his confusion and enmeshing of neutrals was exactly what [the] Respondent intended and was the necessary and foreseeable consequence
 10 of its action.” (General Counsel’s brief at 4.)

The Charging Party argues that the Respondent’s claim that the Charging Party does not meet area standards is incorrect and improper. Further, it argues that the Respondent’s letters to SYSCO show the Union’s objective was to embroil SYSCO in its dispute with the
 15 Charging Party. The Respondent meets the Charging Party’s argument in two ways. First it notes that the General Counsel’s complaint and theory of a violation are narrow and did not include the evidence and arguments relied on by the Charging Party here. The Respondent correctly asserts that a complaint and its theory of a violation may not be expanded by a Charging Party. Second, the Respondent argues that the letters relied on by the Charging Party
 20 are, as to 2 of the 3, directed to 2001 events that were not litigated at the hearing and, the third letter sent in 2002, simply describes the Respondent’s possible “lawful but aggressive public information campaign.”

3. Analysis and Conclusions

25 While the parties are correct that the primary vehicle for analysis of the instant case is Moore Drydock Rule 4, the Board has long held that the Moore Drydock criteria are evidentiary standards that are not to be mechanically applied. While observance of the standards raises a presumption of legality, the ultimate question - one of fact – remains: Does the union’s conduct
 30 disclose an illegal secondary objective? *Electrical Workers IBEW Local 302 (ICR Electric)*, 272 NLRB 920, fn. 2 at 920 (1984), see *T. W. Helgesen, Inc. v. Iron Workers local 498*, 548 F.2d 175 (7th Cir. 1977). This critical finding is to be based upon consideration of all the relevant circumstances.

35 Having considered the entire record, I find and conclude that the language on the Respondent’s picket signs is sufficient evidence of secondary object to overcome the testimony of the drafting agents of the Respondent respecting their object in drafting the signs as they did and is also sufficient to meet the burden the General Counsel bears to establish a violation of
 40 the Act. In essence I am persuaded by the arguments of the General Counsel and, discussed more fully below, do not rely on the broader evidentiary arguments of the Charging Party.

45 Despite the protestations of the counsel for the Respondent that the language on the picket signs was intended by the Union to limit and focus the impact of the picketing to avoid enmeshing neutrals, I find that the signs’ language simply did not do as the Respondent’s drafters would have testified and rather substantially increased the risk of neutral involvement. Thus, the language of the signs supports a finding of the Respondent’s secondary intention. This is so because of the inclusion of the names of neutral persons Dental Show and SYSCO
 50 Show on the signs, coupled with the Respondent’s omission to include any limiting language indicating that the Respondent’s dispute was only with the Charging Party and not with any other person and not with the Dental Show or with SYSCO. The ambiguities of the signs’ intended target -- that is the employer or person with whom the Respondent maintained a

dispute -- and hence the likelihood of neutral enmeshment are significant and were not reduced by the self-proclaimed cautionary acts of the picket sign drafters.

5 I do not specifically discredit the Respondent's organizers Ben Embree and/or Sheri
 Raven who would have testified to their benign intention in wording the signs as they did.
 Rather, I find that the Union is in at least in part the business of picketing including picketing of
 common situs entities such as is involved herein. As such the Respondent and its agents will be
 held to the standard of a reasonable labor organization picketing at a common situs. Under
 10 such a standard, the Respondent's agents should have known that the picket signs they drafted
 would be likely to increase the confusion possible among those who observed the picket signs
 at the Oregon Exhibition Center on the days in question, and therefore would have increased
 the likelihood that neutral parties would have been enmeshed in the Respondent's dispute with
 the Charging Party. Further I am persuaded by the argument of the General Counsel set forth
 supra, that the necessary and foreseeable consequences of a labor organization's picketing
 15 conduct may rise to the level of intention. I specifically find such to be the case here.

20 In reaching this conclusion, I did not rely on the arguments of the Charging Party that the
 area standards position of the Respondent is bogus or that the Respondent's contacts with
 SYSCO support the violation alleged. Nor do I address the Respondent's opposition to that
 evidence. My findings on the critical fact that the Respondent, actually or constructively,
 intentionally enmeshed neutrals by its picketing with signs bearing the language quoted, supra,
 on April 11 and 16, does not rely or depend on these contested elements of the stipulation.

25 Based upon all the above and on the record as a whole, I find that the Respondent on
 April 11 and 16, 2002, picketed the Oregon Convention Center and threatened, coerced or
 restrained neutrals and other persons with an objective to force or require the neutrals and other
 persons to cease handling or otherwise dealing in the products of, and to cease doing business
 (directly or indirectly) with the Charging Party. I further find that the Respondent through the
 described actions with the noted objective has violated Section 8(b)(4)(ii)(B) of the Act. I
 30 therefore sustain the General Counsel's complaint.

REMEDY

35 Having found that the Respondent violated the Act as set forth above, I shall order that it
 cease and desist therefrom and post remedial Board notices. Further the language on the Board
 notices will conform to the Board's recent decision in *Ishikawa Gasket America, Inc.*, 337 NLRB
 No. 29 (2001), that notices should be drafted in plain, straightforward, layperson language that
 clearly informs employees of their rights and the violations of the Act found.

Conclusions of Law

40 On the basis of the above findings of fact and the record as a whole and Section 10(c) of
 the Act, I make the following conclusions of law.

45 1. The Charging Party is, and has been at all times material, an employer engaged
 in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

50 2. The Respondent is, and has been at all relevant times, a labor organization within
 the meaning of Section 2(5) of the Act.

3. By threatening coercing and restraining the Dental Show, the SYSCO Show and
 SYSCO, and each of them, and other neutral employers or persons engaged in

commerce or in an industry affecting commerce, with an objective to force or require the neutrals and other persons to cease handling or otherwise dealing in the products of, and to cease doing business (directly or indirectly) with the Charging Party, the Respondent violated Section 8(b)(4)(ii)(B) of the Act.

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4. The unfair labor practices described above are unfair labor practices within the meaning of Section 2(6) and (7) of the Act.

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ORDER

Based upon the above findings of fact and conclusions of law, and on the basis of the entire record herein, I issue the following recommended Order.⁷

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The Respondent, Pacific Northwest Regional Council of Carpenters, affiliated with the United Brotherhood of Carpenters and Joiners of America, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

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(a) Threatening coercing and restraining the Dental Show, the SYSCO Show and SYSCO, and each of them, and other neutral employers or persons engaged in commerce or in an industry affecting commerce, with a object being to force or require the neutrals and other persons to cease handling or otherwise dealing in the products of, and to cease doing business (directly or indirectly) with the Charging Party

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(b) In any like or related manner violating the National Labor Relations Act.

2. Take the following affirmative action designed to effectuate the policies of the Act:

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(a) Within 14 days after service by the Region, post at its Portland, Oregon, offices, copies of the attached notice marked "Appendix".⁸ Copies of the notice, on forms provided by the Regional Director for Region 19, in English and such other languages as the Regional Director determines are necessary to fully communicate with employees and union members, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Respondent to ensure the notices are not altered, defaced or covered by other material. Signed copies of the notice shall also be sent to DWA Trade Show & Exposition Services in sufficient number to allow posting, if the employer is willing, at any Portland Convention Center operations and at its Portland, Oregon facilities where employee notices are normally posted.

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⁷ If no exceptions are filed as provided by Section 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Section 102.48 of the Rules, be adopted by the Board and all objections shall be waived for all purposes.

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⁸ If this Order is enforced by a Judgment of the United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

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(b) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

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Issued at San Francisco, California this 4th day of February 2003.

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Clifford H. Anderson
Administrative Law Judge

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APPENDIX

**NOTICE TO MEMBERS
Posted by Order of the
National Labor Relations Board
An Agency of the United States Government**

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union,
Choose representatives to bargain on your behalf with your employer,
Act together with other employees for your benefit and protection,
Choose not to engage in any of these protected activities.

The National Labor Relations Act Prohibits Labor Organizations at Section 8(b)(4)(ii)(B) of the act from:

Threatening, coercing or restraining any person engaged in commerce or in an industry affecting commerce, where in either case an object thereof is forcing or requiring any person to cease using, selling, handling, transporting, or otherwise dealing in the products of any other producer, processor, or manufacturer, or to cease doing business with any other person, or forcing or requiring any other employer to recognize or bargain with a labor organization as the representative of his employees unless such labor organization has been certified as the representative of such employees under the provisions of section 9:

Provided, that nothing contained in this clause shall be construed to make unlawful, where not otherwise unlawful, any primary strike or primary picketing;

Put more simply in non-legal language, in situations where a labor organization is picketing against one entity with which it has a dispute, but where many employers, their suppliers and customers are present (a common situs), the labor organization must follow various rules and make reasonable efforts to insure that the picketing by its timing, location or the language of the picket signs does not unreasonably confuse or cause those present to believe that the labor organization's dispute is with persons or entities other than the primary entity picketed.

When we picketed DWA Trade Show and Exhibition Services at the Oregon Convention Center in Portland, Oregon on or about April 11, 2002 and April 16, 2002, our picket signs named employers other than DWA Trade Show and Exhibition Services and also did not make clear that our dispute was only with DWA. The National Labor Relations Board found this to be an improper enmeshing of the other neutral employers at the Center in our dispute with DWA Trade Show and Exhibition Services in violation of the Act and has required us to post this notice and to abide by its terms.

Accordingly,

We give our members, DWA Trade Show and Exhibition Services, and neutrals the following assurances.

WE WILL NOT picket DWA Trade Show and Exhibition Services at the Portland Convention Center or any other common situs where our picket signs name other employers with whom we do not have a primary dispute and where our picket signs fail to clearly indicate our dispute is solely with DWA Trade Show and Exhibition Services.

WE WILL NOT threaten, coerce and/or restrain the Dental Show, the SYSCO Show and SYSCO, and each of them, and other neutral employers or persons engaged in commerce or in an industry affecting commerce, with a object being to force or require the neutrals and other persons to cease handling or otherwise dealing in the products of, and to cease doing business (directly or indirectly) picket DWA Trade Show and Exhibition Services.

WE WILL NOT in any like or related manner violate the National Labor Relations Act.

**Pacific Northwest Regional Council of
Carpenters, affiliated with the United
Brotherhood of Carpenters and Joiners of
America**

(Labor Organization)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

601 SW 2nd Avenue, Suite 1910, Portland, Oregon 97204-3170
(503)-326-3085 Hours: 8:00 a.m. to 4:30 p.m. (PST)

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE SUBREGIONAL OFFICE'S OFFICE IN CHARGE, SUBREGION 36, (503)-326-3289.

THIS NOTICE AND THE DECISION IN THIS MATTER ARE PUBLIC DOCUMENTS

Any interested individual who wishes to request a copy of this Notice or a complete copy of the Decision of which this Notice is a part may do so by contacting the Board's Offices at the address and telephone number appearing immediately above.